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CHANNEL EXPRESS, INC.
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION.
10

11 **LARRY TRAN**, on behalf of himself and
12 all others similarly situated,

13 Plaintiff,

14 vs.

15 **CATALINA CHANNEL EXPRESS, INC.**,
and Does 1 through 10, inclusive,

16 Defendant.
17

CASE No.

**DEFENDANT CATALINA EXPRESS'S
NOTICE OF REMOVAL OF CLASS
ACTION**

Los Angeles Sup. Ct. No. BC574615

PLEASE TAKE NOTICE that Defendant Catalina Channel Express, Inc. (“Catalina Express”), through its undersigned counsel, hereby removes the above-captioned action from the Superior Court of the State of California, for the County of Los Angeles, to the United States District Court for the Central District of California, Western Division, under 28 U.S.C. § 1331, 1441, 1446, and 1453. In support of this Notice of Removal, Catalina Express states:

1. Removal Standard. The U.S. Supreme Court recently affirmed that a defendant only needs to plausibly allege the requirements for federal jurisdiction to remove. That is, a defendant only needs to file in the federal forum a notice of removal “containing a short and plain statement of the grounds for removal”; no evidentiary submissions are needed. *Dart Cherokee Basin Operating Co. v. Owens*, 574 U. S. ____ (2014) (slip op., at 1-2) (citing 28 U. S. C. § 1446(a)), *available at* http://www.supremecourt.gov/opinions/14pdf/13-719_8mjp.pdf.

2. On or about March 6, 2015, plaintiff Larry Tran (“plaintiff”) commenced this putative class action against Catalina Express by filing a Class Action Complaint (“Complaint”) in the Superior Court of the State of California, for the County of Los Angeles, bearing case number BC574615. The Complaint asserts one cause of action for a violation of the federal Fair and Accurate Credit Transactions Act of 2003 (“FACTA”), specifically 15 U.S.C. § 1681c(g)(1).

3. As more fully set out below, this case is properly removed to this Court under 28 U.S.C. § 1441 because Catalina Express has satisfied the procedural requirements for removal, and because this Court has subject-matter jurisdiction over this action under 28 U.S.C. § 1331.

I. CATALINA EXPRESS HAS MET THE PROCEDURAL REQUIREMENTS FOR REMOVAL.

4. *Timeliness.* A notice of removal may be filed within 30 days after the defendant receives a copy of the initial pleading for which it may be ascertained that the case is removable. 28 U.S.C. § 1446(b). Plaintiff served the Complaint on

1 Catalina Express on April 3, 2015. Thus, this Notice of Removal has been timely
2 filed under § 1446(b).

3 5. *Removal to Proper Court.* The Superior Court of the State of
4 California, for the County of Los Angeles, is located in the Central District of
5 California, Western Division. Thus, venue is proper under 28 U.S.C. § 84 because
6 this is the “district and division embracing the place where such action is pending.”
7 See 28 U.S.C. § 1441(a).

8 6. *Procedural Requirements.* Under 28 U.S.C. 1446(a), a copy of all
9 process, pleadings, and orders served upon Catalina Express are attached as Exhibit
10 1 to this Notice of Removal. Under 28 U.S.C. § 1446(d), a copy of this Notice of
11 Removal is being served upon counsel for plaintiff, and a copy is being filed with
12 the clerk of the Superior Court of the State of California.

13 7. No previous application has been made for the relief requested herein.

14 **II. THIS COURT HAS FEDERAL-QUESTION JURISDICTION.**

15 8. This case is subject to removal under 28 U.S.C. § 1331 since
16 plaintiff’s whole case is based on and arises under a federal statute (FACTA, 15
17 U.S.C. § 1681c(g)(1)).

18 As such, defendant Catalina Express respectfully removes this action from the
19 Superior Court of the State of California, for the County of Los Angeles, bearing
20 case number BC574615, to this Court under 28 U.S.C. § 1331 and 1441.

22 DATED: May 1, 2015

LEWIS BRISBOIS BISGAARD & SMITH LLP

25 By: /s/ Michael K. Grimaldi

Eric Y. Kizirian

Michael K. Grimaldi

Attorneys for Defendant CATALINA
CHANNEL EXPRESS, INC.

EXHIBIT 1

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CATALINA CHANNEL EXPRESS, INC. (d/b/a Catalina Express); and
DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

LARRY TRAN, on behalf of himself and all others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 06 2015

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC 574615

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Chant Yedalian, Chant & Co. A Prof. Law Corp., 1010 N. Central Ave., Glendale, CA 91202, (877) 574-7100

DATE:
(Fecha)

MAR 06 2015

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): CATALINA CHANNEL EXPRESS, INC.
(d/b/a Catalina Express)

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☐ by personal delivery on (date):

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 06 2015

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden, Deputy

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5 Counsel for Plaintiff
6
7
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

BC 5 7 4 6 1 5

11 LARRY TRAN, on behalf of himself)
12 and all others similarly situated,)

13 Plaintiff,)

14 v.)

15 CATALINA CHANNEL EXPRESS,)
16 INC. (d/b/a Catalina Express); and)
DOES 1 through 10, inclusive,)

17 Defendants.)
18
19
20
21

Case No.

CLASS ACTION

COMPLAINT FOR:

1. Violations of 15 U.S.C. §§
1681 *et seq.*

DEMAND FOR JURY TRIAL

22 Plaintiff, by his counsel of record, brings this action on his own behalf and
23 on behalf of all others similarly situated, and alleges the following upon personal
24 knowledge, or where there is not personal knowledge, upon information and
25 belief:
26
27
28

INTRODUCTION

1
2 1. In 2003, Congress passed and the President signed, the Fair and
3 Accurate Credit Transactions Act ("FACTA") to assist in the prevention of
4 identity theft and credit and debit card fraud. In the statement provided by the
5 President during the signing of the bill, the President declared that:

6 "This bill also confronts the problem of identity theft. A growing
7 number of Americans are victimized by criminals who assume their
8 identities and cause havoc in their financial affairs. With this
9 legislation, the Federal Government is protecting our citizens by
10 taking the offensive against identity theft."

11 2. A main provision of FACTA (codified as 15 U.S.C. § 1681c(g) of
12 the Fair Credit Reporting Act), provides that:

13 "**no person** that accepts credit cards or debit cards for the
14 transaction of business **shall print** more than the last 5 digits of the
15 card number or **the expiration date upon any receipt provided to**
16 **the cardholder** at the point of the sale or transaction."

17 3. The law gave merchants who accept credit and or debit cards up to
18 three years to comply with its requirements, requiring full compliance with its
19 provisions no later than December 4, 2006. Defendants have willfully violated
20 this law and failed to protect Plaintiff and others similarly situated against identity
21 theft and credit and debit card fraud by printing the expiration date of the card,
22 the name of the cardholder, the brand of the card (e.g., Visa, etc.), and the last
23 four digits of the card on receipts provided to debit card and credit card
24 cardholders transacting business with Defendants.

25 4. This is a direct violation of FACTA. As the Ninth Circuit has
26 explained: "In fashioning FACTA, Congress aimed to 'restrict the amount of
27 information available to identity thieves.' 149 Cong. Rec. 26,891 (2003)
28

1 (statement of Sen. Shelby)." *Bateman v. American Multi-Cinema, Inc.*, 623 F.3d
2 708, 718 (9th Cir. 2010).

3 5. Similarly, the Seventh Circuit recently explained the importance of
4 not disclosing the credit or debit card expiration date on a customer's receipt as
5 follows:

6 "The present cases concern the expiration date. The idea
7 behind requiring its deletion is that, should the cardholder happen
8 to lose the receipt of a transaction, the less information the receipt
9 contains the less likely is an identity thief who happens to come
10 upon the receipt to be able to figure out the cardholder's full account
11 information and thus be able to make purchases that the seller will
12 think were made by the legitimate cardholder.

13 A typical credit card has 16 digits and an expiration date that
14 is the last day of a designated month and year. Even if the identity
15 thief has all 16 digits, without the expiration date he may be unable
16 to use the card.... It's common in telephone and internet
17 transactions for the consumer to be asked for an expiration date, and
18 most systems will not allow the would-be customer to keep guessing
19 at the date, as the guessing suggests that he may be an identity thief.

20 Additional reasons for requiring deletion of the expiration
21 date include that 'expiration dates combined with the last four or five
22 digits of an account number can be used to bolster the credibility of
23 a criminal who is making pretext calls to a card holder in order to
24 learn other personal confidential financial information. Expiration
25 dates are solicited by criminals in many e-mail phishing scams ...,
26 are one of the personal confidential financial information items
27 trafficked in by criminals ..., are described by Visa as a special
28

1 security feature ..., [and] are one of the items contained in the
2 magnetic stripe of a credit card, so it is useful to a criminal when
3 creating a phony duplicate card.'" *Redman v. Radioshack Corp.*, ---
4 F.3d ---, 2014 WL 4654477 at *1 (7th Cir. Sept. 19, 2014).

5
6 "[I]dentity theft is a serious problem, and FACTA is a serious
7 congressional effort to combat it." *Redman, supra*, at *14.

8
9 6. Plaintiff on behalf of himself and all others similarly situated brings
10 this action against CATALINA CHANNEL EXPRESS, INC. (d/b/a Catalina
11 Express) and DOES 1 through 10 (collectively referred to as "Defendants") based
12 on Defendants' violations of 15 U.S.C. §§ 1681 *et seq.*

13 7. Plaintiff seeks, on behalf of himself and the class, statutory damages,
14 punitive damages, costs and attorney fees, all of which are expressly made
15 available by statute, 15 U.S.C. §§ 1681 *et seq.*, for Defendants' unlawful practice
16 of violating FACTA's provisions intended to safeguard against identity theft and
17 credit and debit card fraud.

18
19 **JURISDICTION AND VENUE**

20 8. This class action is brought pursuant to California Code of Civil
21 Procedure § 382.

22 9. This Court has jurisdiction over this action pursuant to the California
23 Constitution, Article VI, Section 10, which grants the Superior Court "original
24 jurisdiction" of this type of action.

25 10. The amount in controversy exceeds \$25,000 and, thus, exceeds the
26 minimum jurisdiction limits of the Superior Court and will be established
27 according to proof at trial.

1 defendants was in some manner legally responsible for the wrongful and unlawful
2 conduct and harm alleged herein. Plaintiff will amend this Complaint to set forth
3 the true names and capacities of these defendants when they have been
4 ascertained, along with appropriate charging allegations.

5
6 **CLASS ACTION ALLEGATIONS**

7 17. Plaintiff brings this class action on behalf of himself and all other
8 persons similarly situated pursuant to California Code of Civil Procedure § 382.

9 18. The class which Plaintiff seeks to represent is defined as:

10 All consumers to whom Defendants, within two years from the date
11 of filing this action, provided an electronically printed receipt at the
12 point of a sale or transaction within California, on which receipt was
13 printed the expiration date of the consumer's credit card or debit card
14 (the "CLASS").¹

15 19. Excluded from the CLASS are Defendants and their directors,
16 officers and employees.

17 20. Numerosity: The CLASS is so numerous that joinder of all
18 individual members in one action would be impracticable. The disposition of
19 their claims through this class action will benefit both the parties and this Court.

20 21. Plaintiff is informed and believes and thereon alleges that there are,
21 at a minimum, thousands (*i.e.*, two thousand or more) of members that comprise
22 the CLASS.

23 22. The exact size of the CLASS and identities of individual members
24 thereof are ascertainable through Defendants' records, including but not limited
25 to Defendants' sales and transaction records.

26 _____
27 ¹ Plaintiff reserves the right to amend or otherwise modify the CLASS
28 definition and/or add subclasses.

1 23. Members of the CLASS may be notified of the pendency of this
2 action by techniques and forms commonly used in class actions, such as by
3 published notice, e-mail notice, website notice, first-class mail, or combinations
4 thereof, or by other methods suitable to this class and deemed necessary and or
5 appropriate by the Court.

6 24. Typicality: Plaintiff's claims are typical of the claims of the entire
7 CLASS. The claims of Plaintiff and members of the CLASS are based on the
8 same legal theories and arise from the same unlawful conduct.

9 25. Plaintiff and members of the CLASS were each customers of
10 Defendants, each having made a purchase or transacted other business with
11 Defendants within two years from the date of filing this action, using a credit and
12 or debit card. At the point of such sale or transaction with Plaintiff and members
13 of the CLASS, Defendants provided to Plaintiff and each member of the CLASS
14 a receipt in violation of 15 U.S.C. §1681c(g) (*i.e.*, a receipt on which is printed
15 the expiration date of the credit card or debit card).

16 26. Common Questions of Fact and Law: There are a well-defined
17 community of interest and common questions of fact and law affecting the
18 members of the CLASS.

19 27. The questions of fact and law common to the CLASS predominate
20 over questions which may affect individual members and include the following:

21 (a) Whether the conduct of providing Plaintiff and the CLASS
22 with sales or transaction receipts on which was printed the expiration date of the
23 credit card or debit card violated the FACTA, 15 U.S.C. §§ 1681 *et seq.*;

24 (b) Whether Defendants' conduct was willful; and

25 (c) Whether Plaintiff and the CLASS are entitled to statutory
26 damages, punitive damages, costs and or attorney fees for Defendants' acts and
27 conduct.

28

1 28. Adequacy of Representation: Plaintiff is an adequate representative
2 of the CLASS because his interests do not conflict with the interests of the
3 CLASS which Plaintiff seeks to represent. Plaintiff will fairly, adequately, and
4 vigorously represent and protect the interests of the CLASS and has no interests
5 antagonistic to the CLASS. Plaintiff has retained counsel who is competent and
6 experienced in the prosecution of class action litigation.

7 29. Superiority: A class action is superior to other available means for
8 the fair and efficient adjudication of the claims of the CLASS. While the
9 aggregate damages which may be and if awarded to the CLASS are likely to be
10 substantial, the actual damages suffered by individual members of the CLASS are
11 relatively small. As a result, the expense and burden of individual litigation
12 makes it economically infeasible and procedurally impracticable for each member
13 of the CLASS to individually seek redress for the wrongs done to them. Plaintiff
14 does not know of any other litigation already commenced by or against any other
15 member of the CLASS concerning Defendants' printing of the credit or debit card
16 expiration date on customer receipts. The likelihood of individual CLASS
17 members prosecuting separate claims is remote. Individualized litigation would
18 also present the potential for varying, inconsistent or contradictory judgments,
19 and would increase the delay and expense to all parties and the court system
20 resulting from multiple trials of the same factual issues. In contrast, the conduct
21 of this matter as a class action presents fewer management difficulties, conserves
22 the resources of the parties and the court system, and would protect the rights of
23 each member of the CLASS. Plaintiff knows of no difficulty to be encountered
24 in the management of this action that would preclude its maintenance as a class
25 action.

26 //

27 //

28

FIRST CAUSE OF ACTION

For Violation of 15 U.S.C. §§ 1681 *et seq.*

(On Behalf of Plaintiff and the CLASS

as against all Defendants including DOES 1 through 10)

30. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

31. Plaintiff asserts this claim on behalf of himself and the CLASS against Defendants and each of them.

32. Title 15 U.S.C. § 1681c(g)(1) provides that:

"no person that accepts credit cards or debit cards for the transaction of business **shall print** more than the last 5 digits of the card number **or the expiration date upon any receipt provided to the cardholder** at the point of the sale or transaction."

33. By its express terms, 15 U.S.C. § 1681c(g)(1) applies to "any cash register or other machine or device that electronically prints receipts for credit card or debit card transactions" after December 3, 2006 (15 U.S.C. § 1681c(g)(3)).

34. Defendants have transacted business in the United States and have accepted credit cards and or debit cards in the course of transacting business with persons such as Plaintiff and members of the CLASS. In transacting such business, Defendants used cash registers and or other machines or devices that electronically print receipts for credit card and or debit card transactions.

35. Within two years from the date of filing this action, Defendants, at the point of a sale or transaction with Plaintiff LARRY TRAN, provided Plaintiff LARRY TRAN with one or more electronically printed receipts on each of which was printed the expiration date of his credit card or debit card, Plaintiff's name, the brand of the card (e.g., Visa, etc.), and the last four digits of the card number.

1 36. Within two years from the date of filing this action, Defendants, at
2 the point of a sale or transaction with members of the CLASS, provided each
3 member of the CLASS with one or more electronically printed receipts on each
4 of which was printed, for each respective CLASS member, the expiration date of
5 the credit card or debit card, the cardholder's name, the brand of the card (e.g.,
6 Visa, etc.), and the last four digits of the card number.

7 37. As set forth above, FACTA was enacted in 2003 and gave merchants
8 who accept credit and or debit cards up to three years to comply with its
9 requirements, requiring full compliance with its provisions no later than
10 December 4, 2006.

11 38. Defendants and each of them knew of and were well informed about
12 the law, including specifically FACTA's requirements concerning the truncation
13 of credit and debit card numbers and prohibition on the printing of expiration
14 dates.

15 39. For example, but without limitation, VISA, MasterCard, the PCI
16 Security Standards Council (a consortium founded by VISA, MasterCard,
17 Discover, American Express and JCB), companies that sell cash register and other
18 devices for the processing of credit or debit card payments, companies that sell
19 software to operate payment card devices, companies that maintain and repair
20 hardware or software used to process payment card transactions, and other
21 entities informed Defendants and each of them about FACTA, including its
22 specific requirements concerning the truncation of credit and debit card numbers
23 and prohibition on the printing of expiration dates, and Defendants' need to
24 comply with same.

25 40. Other entities, including but not limited to Defendants' merchant
26 bank (also known as the acquiring bank or acquirer) which processes credit and
27 debit card payments for transactions occurring at Defendants' locations, likewise
28

1 informed Defendants and each of them about FACTA, including its specific
2 requirements concerning the truncation of credit and debit card numbers and
3 prohibition on the printing of expiration dates, and Defendants' need to comply
4 with same.

5 41. In addition, many companies such as VISA and MasterCard devised
6 and implemented policies well before the operative date of FACTA's
7 requirements, wherein such policies VISA, MasterCard and others required
8 Defendants (and informed Defendants of the requirements) to truncate credit and
9 debit card numbers and prevent the printing of expiration dates on receipts. In
10 addition, these companies also publically announced some of these requirements.
11 For example, on March 6, 2003, VISA USA's CEO, Carl Pascarella, held a press
12 conference on Capitol Hill with Senators Dianne Feinstein, Judd Gregg, Jon
13 Corzine and Patrick Leahy, and publically announced Visa USA's new truncation
14 policy to protect consumers from identity theft. At the March 2003 press
15 conference, Mr. Pascarella explained, as follows:

16 "Today, I am proud to announce an additional measure to
17 combat identity theft and protect consumers. Our new receipt
18 truncation policy will soon limit cardholder information on receipts
19 to the last four digits of their accounts. **The card's expiration date**
20 **will be eliminated from receipts altogether.** This is an added
21 security measure for consumers that doesn't require any action by
22 the cardholder. We are proud to be the first payments brand to
23 announce such a move to protect cardholders' identities by
24 restricting access to their account information on receipts.

25 **The first phase of this new policy goes into effect July 1,**
26 **2003 for all new terminals.** I would like to add, however, that even
27 before this policy goes into effect, **many merchants have already**
28

1 voluntarily begun truncating receipts, thanks to groundwork
2 that we began together several years ago.

3 Receipt truncation is good news for consumers, and bad news
4 for identity thieves. Identity thieves thrive on discarded receipts and
5 documents containing consumers' information such as payment
6 account numbers, addresses, Social Security numbers, and more.
7 Visa's new policy will protect consumers by limiting the information
8 these thieves can access." (Statements made by VISA USA's CEO,
9 Carl Pascarella at a March 6, 2003 press conference held at Capitol
10 Hill with Senators Dianne Feinstein, Judd Gregg, Jon Corzine and
11 Patrick Leahy.)

12 42. Moreover, the Government, through the Federal Trade Commission
13 ("FTC"), provided notice to businesses on no less than three separate occasions
14 in 2007 reminding them of the requirement to truncate credit and debit card
15 information on receipts. Defendants were informed of and knew about these
16 notices from the FTC. In one such notice, entitled "FTC Business Alert" "Slip
17 Showing? Federal Law Requires All Businesses to Truncate Credit Card
18 Information on Receipts," and dated May 2007, the FTC reminded businesses,
19 among other things, of the following:

20 "What's on the credit and debit card receipts you give your
21 customers? The Federal Trade Commission (FTC), the nation's
22 consumer protection agency, says it's time for companies to check
23 their receipts and make sure they're complying with a law that's
24 been in effect for all businesses since December 1, 2006.

25 According to the federal Fair and Accurate Credit Transaction
26 Act (FACTA), the electronically printed credit and debit card
27 receipts you give your customers must shorten — or truncate — the
28

1 account information. You may include no more than the last five
2 digits of the card number, **and you must delete the card's**
3 **expiration date.** For example, a receipt that truncates the credit card
4 number and deletes the expiration date could look like this:

5 ACCT:*****12345

6 EXP:****

7 Why is it important for businesses to make sure they're
8 complying with this law? Credit card numbers on sales receipts are
9 a "golden ticket" for fraudsters and identity thieves. Savvy
10 businesses appreciate the importance of protecting their customers
11 — and themselves — from credit card crime."

12 43. Despite knowing and being repeatedly informed about FACTA and
13 the importance of truncating credit and debit card numbers and preventing the
14 printing of expiration dates on receipts, Defendants and each of them knowingly
15 willfully, intentionally, and recklessly violated FACTA's requirements by, *inter*
16 *alia*, printing the expiration date of the credit card or debit card, the name of the
17 cardholder, the brand of the card (e.g., Visa, etc.), and the last four digits of the
18 card number, upon the receipts provided to the cardholders with whom they
19 transact business.

20 44. Defendants' business peers and competitors brought their credit and
21 debit card receipt printing processes in compliance with FACTA's requirements
22 by, for example, doing things such as programming their card machines and
23 devices to prevent them from printing more than the last five digits of the card
24 number and or the expiration date upon the receipts provided to the cardholders.
25 Defendants could have readily done the same.

26 45. Instead, Defendants knowingly, willfully, intentionally, and
27 recklessly disregarded FACTA's requirements and used cash registers and or
28

1 other machines or devices that printed receipts in violation of FACTA.

2 46. Defendants knowingly, willfully, intentionally, and recklessly
3 violated FACTA in conscious disregard of the rights of Plaintiff and the CLASS.

4 47. Defendants have also harmed Plaintiff and the CLASS by exposing
5 them to at least an increased risk of identity theft and credit and or debit card
6 fraud.

7 48. As a result of Defendants' willful violations of FACTA, Defendants
8 are liable to Plaintiff and each member of the CLASS in the statutory damage
9 amount of "not less than \$100 and not more than \$1,000" for each violation. 15
10 U.S.C. § 1681n.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for:

14 1. An order certifying the CLASS and appointing Plaintiff as the
15 representative of the CLASS, and appointing counsel of record for Plaintiff as
16 counsel for the CLASS;

17 2. An award to Plaintiff and the CLASS of statutory damages pursuant
18 to 15 U.S.C. § 1681n for Defendants' willful violations (up to but not exceeding
19 the fullest extent allowed under the Constitution of the United States);

20 3. An award to Plaintiff and the CLASS of punitive damages pursuant
21 to 15 U.S.C. § 1681n (up to but not exceeding the fullest extent allowed under
22 the Constitution of the United States);

23 4. Payment of costs of suit herein incurred pursuant to, *inter alia*, 15
24 U.S.C. § 1681n;

25 5. Payment of reasonable attorney's fees pursuant to, *inter alia*, 15
26 U.S.C. § 1681n; and


27 //

28

1 6. For such other and further relief as the Court may deem proper.
2

3 Dated: March 6, 2015

CHANT & COMPANY
A Professional Law Corporation


4
5 By: 
6 CHANT YEDALIAN
 Counsel for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

Dated: March 6, 2015

CHANT & COMPANY
A Professional Law Corporation

By: 
CHANT YEDALIAN
Counsel for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Chant Yedalian, State Bar No. 222325 (chant@chant.mobi) CHANT & COMPANY A Professional Law Corporation 1010 N. Central Ave., Glendale, CA 91202 TELEPHONE NO.: 877.574.7100 FAX NO.: 877.574.9411 ATTORNEY FOR (Name): Plaintiff, Larry Tran		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; transform: rotate(-5deg); display: inline-block;"> UNFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles </div> <div style="text-align: center;"> MAR 06 2015 Sherri R. Carter, Executive Officer/Clerk By Shaunya Bolden, Deputy </div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NUMBER:	
CASE NAME: Larry Tran, et al. v. Catalina Channel Express, Inc., et al.		JUDGE: BG 574615	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 1
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 6, 2015
 Chant Yedalian, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: Larry Tran, et al. v. Catalina Channel Express, Inc., et al.	CASE NUMBER BC 574615
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 3. 1., 4.

SHORT TITLE: Larry Tran, et al. v. Catalina Channel Express, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	① 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Larry Tran, et al. v. Catalina Channel Express, Inc., et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above		
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.		
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.		
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.		
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.		
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.		
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.		
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.		
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.		
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.		
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.		
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.		
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.		
	Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.	
		Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.	
		Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Larry Tran, et al. v. Catalina Channel Express, Inc., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 320 Golden Shore
CITY: Long Beach	STATE: CA	ZIP CODE: 90802	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: March 6, 2015


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES

Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

ASSIGNED JUDGE	DEPT	ROOM
Judge Elihu M. Berle	323	1707
Judge William F. Highberger	322	1702
Judge John Shepard Wiley, Jr.	311	1408
Judge Kenneth Freeman	310	1412
Judge Jane Johnson	308	1415
Judge Amy D. Hogue	307	1402
OTHER		

BC 574615

Instructions for handling Class Action Civil Cases

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Three Rules is absolutely imperative.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ SHERRI R. CARTER, Executive Officer/Clerk

LACIV CCW 190 (Rev09/13)

LASC Approved 05-06

For Optical Use

By _____, Deputy Clerk

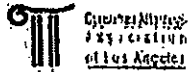


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to *discuss and consider whether there can be agreement on the following*:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
- i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
(INSERT DATE) (INSERT DATE)
3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – DISCOVERY RESOLUTION			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

- This document relates to:
 - ☐ Request for Informal Discovery Conference
 - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff/petitioner shall serve a copy of this form on each defendant/respondent along with the complaint (Civil only).

What Is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation, and settlement conference are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conference:

A settlement conference may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

COURT ADR PROGRAMS**CIVIL:**

- Arbitration (non-binding) (Code Civ. Proc. §§ 1141.10-1141.31, Cal. Rules of Court, rules 3.810-3.830, and Local Rules, rule 3.252 et seq.)
- Mediation (Code Civ. Proc. §§ 1775-1775.15, Cal. Rules of Court, rules 3.850-3.860, 3.865-3.872 and 3.890-3.898, Evid. Code §§ 1115-1128, and Local Rules, rule 3.252 et seq.)
 - Civil Harassment Mediation
 - Eminent Domain Mediation (Code Civ. Proc. §1250.420)
 - Small Claims Mediation
- Neutral Evaluation (Local Rules, rule 3.252 et seq.)
- Settlement Conference
 - Voluntary Settlement Conference (Local Rules, rule 3.252 et seq.)
 - Retired Judge Settlement Conference

FAMILY (non-custody):

- Arbitration (non-binding) (Fam. Code § 2554 and Local Rules, rule 5.18)
- Mediation (Local Rules, rule 5.18)
- Settlement Conference
 - Forensic Certified Public Accountant (CPA)
 - Spanish Speaking Settlement Conference

PROBATE:

- Mediation
- Settlement Conference

NEUTRAL SELECTION

Parties may select an arbitrator, mediator, or evaluator from the Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Panel, the ADR staff will assign on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

- Party Select Panel** The Party Select Panel consists of arbitrators, mediators, and evaluators who have achieved a specified level of experience in court-annexed cases. The parties (collectively) are charged \$150.00 per hour for the first three hours of hearing time. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.
- Random Select Panel** The Random Select Panel consists of trained arbitrators, mediators, evaluators, and settlement officers who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that Random Select Panel neutrals provide three hours hearing time per case on a pro bono basis. Thereafter, parties may stipulate in writing for additional hearing time at the rate established by the neutral.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURTHOUSE	ADDRESS	ROOM	CITY	PHONE	FAX	EMAIL
Antonovich	42011 4th St. West	1st Fl.	Lancaster, CA 93534	661-974-7275	661-945-8173	AntelopeADR@lasuperiorcourt.org
Chatsworth	9425 Penfield Ave.	3100	Chatsworth, CA 91311	818-576-8565	818-576-8733	ChatsworthADR@lasuperiorcourt.org
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	310-603-3072	310-223-0337	ComptonADR@lasuperiorcourt.org
Glendale	600 E. Broadway	273	Glendale, CA 91206	818-500-3160	818-548-5470	GlendaleADR@lasuperiorcourt.org
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	562-491-6272	562-437-3802	LongBeachADR@lasuperiorcourt.org
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	562-807-7243	562-462-9019	NorwalkADR@lasuperiorcourt.org
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	626-356-5685	626-666-1774	PasadenaADR@lasuperiorcourt.org
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	909-620-3183	909-629-6283	PomonaADR@lasuperiorcourt.org
San Pedro	505 S. Centre St.	209	San Pedro, CA 90731	310-519-6151	310-514-0314	SanPedroADR@lasuperiorcourt.org
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	310-260-1829	310-319-6130	SantaMonicaADR@lasuperiorcourt.org
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	213-974-5425	213-633-5115	CentralADR@lasuperiorcourt.org
Torrance	825 Maple Ave.	100	Torrance, CA 90503	310-222-1701	310-782-7326	TorranceADR@lasuperiorcourt.org
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	818-374-2337	818-902-2440	VanNuysADR@lasuperiorcourt.org